

CONFIDENTIALITY AGREEMENT AND RELEASE

I [REDACTED] am over the age of 21 and able to read and write English. I am not under the influence of drugs or alcohol. I am signing this Agreement of my own free will because I want to engage in the activities described below with Howard Rubin (Rubin) in return for a fee that I have agreed to.

In return for the payment of an agreed upon fee, I have voluntarily agreed to engage in sexual activity with (Rubin) including Sadomasochistic (SM) activity that can be hazardous and on occasion cause injury to my person. The activity in question may be undertaken on this date, dates prior to this date and on dates in the future. This Agreement is intended to cover each of the dates in question and a new agreement is not required for each subsequent date.

Mutual Release. I understand that participation in the Activities described above is potentially hazardous. My participation in the Activities is done knowingly. I freely assume all associated risks. I acknowledge and agree that participation in these Activities carries with it certain inherent risks that cannot be eliminated completely. [REDACTED]

Confidentiality. I agree and promise, that: the existence of this Agreement; the terms and provisions of this Agreement, including, but not limited to, the amount of money exchanged; the underlying facts to this Agreement; the identities of the parties or any of Rubin's friends, relatives, associates or colleagues; any information that can lead to the discovery of the identities of the parties or any of Rubin's friends, relatives, associates or colleagues; and all events and communications related to this Agreement (collectively "Confidential Information"), will not be disclosed by me to anyone, at any time in the future. [REDACTED]

Materiality. The Parties acknowledge that the Confidentiality provision is a material term of this Agreement and that any disclosure or dissemination of Confidential Information, unless otherwise permitted by this Agreement, will be regarded as a material breach of this Agreement. The breach will also constitute an admission by the breaching party that there was fraudulent inducement by the breaching party in negotiating this confidential settlement. [REDACTED]

Penalties for Breach. I agree that damages sustained by any breach of this Agreement would be impractical or extremely difficult to determine. Therefore, I agree that in the event that I disclose Confidential Information covered by this Agreement, I will return to Rubin all monies previously received in connection with this Agreement, and will pay Rubin an additional **Five-Hundred Thousand (\$500,000.00)** as a penalty. [REDACTED]

No Admission of Liability. Nothing stated in this Agreement shall be construed as an admission of any liability, wrongdoing, negligence, malfeasance, or misfeasance by any person or entity, whether or not a party to this Agreement. [REDACTED]

Non-Disparagement. It is expressly understood that I will refrain from making any derogatory, disparaging, detrimental, and/or critical statements, either orally or in writing about Rubin or any of his friends, relatives, associates or colleagues. [REDACTED]

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No Collateral Promises. None of the Parties nor any other person has made any promise, representation or warranty not contained herein to induce the signing of this Agreement, and the Parties further acknowledge that none of them has signed this Agreement in reliance upon any promise, representation or warranty not contained in this Agreement. This Agreement constitutes the entire agreement between the parties. [REDACTED]

Waiver/Amendment. No breach of this Agreement can be waived unless in writing. The Agreement may be amended only by written agreement signed by the Parties. [REDACTED]

Interpretation. This Agreement shall not be interpreted for or against any party because that party or its agent drafted its provisions. This Agreement shall be interpreted according to its intended meaning. This Agreement shall be governed, construed, and interpreted according to the laws of the State of New York. [REDACTED]

Severability. If any part of this Agreement is declared invalid for any reason, such shall not affect the validity of the rest of this Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part. The Parties declare that they intend and desire that the remaining parts of this Agreement continue to be effective without any part or parts that have been declared invalid.

Voluntary Signing. I have executed this Agreement without any duress or undue influence. [REDACTED]

By signing below, I affirm that I have read and understand that I am giving up substantial rights, including the right to sue for any injuries sustained as a result of the Activities described herein.

By signing below, I acknowledge that I have carefully read this agreement and mutual release and know the contents thereof.

ACKNOWLEDGED AND AGREED:

10-12-15
DATE

[REDACTED]
SIGNATURE [REDACTED] PRINT NAME [REDACTED]

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